

June 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GROUND MAINTENANCE AGREEMENT
WITH THE CITY OF ROSEMEAD
(FIRST DISTRICT) (3-VOTE MATTER)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign a five-year agreement for grounds maintenance services with the City of Rosemead for the Rosemead Library, for a total cost of \$34,170 to be effective July 1, 2004 through June 30, 2009.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Section 56-1/4 authorizes the Board of Supervisors to contract with a city to perform duties and functions for the County. The City of Rosemead has been providing grounds maintenance services for the Rosemead Library located at, 8800 Valley Boulevard, Rosemead, CA since 1984. The County is satisfied with the services currently provided and wishes to continue the relationship with the City. The existing Agreement expires June 30, 2004. The County benefits from the services provided by the City and recommends approval of the proposed agreement to continue these services.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal integrity, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Under the terms of the proposed Agreement, the City will provide grounds maintenance services for the Library at a total cost of \$34,170 over a term of five (5) years. Extra repairs required due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed at additional cost based on time and materials.

The annual service period under the new agreement will be July 1 through June 30, and the City will invoice the County on a Fiscal Year basis. In the event the City is prevented from performing the grounds maintenance services for the Library, the City shall return to the County the pro-rata portion of any annual payment prepaid by the County.

Either party shall have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City shall return to the County the pro-rata portion of each annual payment prepaid by County.

The contract rate is comparable to outside private contractors based on the Public Library's experience in this area. The cost for this Agreement will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is authorized under the provisions of Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

The Agreement was reviewed and approved by County Counsel.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a City.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive procurement is required.

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IMPACT ON CURRENT SERVICES

Approval of this agreement will assure continuation of current grounds maintenance services by the City, without interruption.

CONCLUSION

The grounds maintenance services provided under the recommended agreement are essential to Public Library operations at Rosemead Library.

Respectfully submitted,

Margaret Donnellan Todd
County Librarian

MDT:DF:RG:TVF:jm

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Attachment

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF ROSEMEAD, CALIFORNIA

WITNESSETH

This agreement entered into this _____ day of _____ 2004 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF ROSEMEAD, hereinafter referred to as "CITY".

WHEREAS, the County is desirous of contracting with the City for the maintenance of the grounds of the County Library building located in said City at 8800 East Valley Boulevard, Rosemead, California, hereinafter referred to as "COUNTY BUILDINGS".

WHEREAS, the City is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, County agrees to pay to City the total sum of thirty-four thousand one hundred and seventy & 00/100 dollars (\$34,170.00). Payments shall be paid on demand in the following manner:

July 1, 2004	\$6,437.00
July 1, 2005	\$6,630.00
July 1, 2006	\$6,828.00
July 1, 2007	\$7,032.00
July 1, 2008	\$7,243.00

2. This agreement shall be for a five (5) year term commencing on July 1, 2004, and terminating on June 30, 2009.

3. City shall maintain in a good and workmanlike manner the grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, application of water, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees, sweeping of the entrances and parking lots, and service to the irrigation system; provided, however, the City is not prevented from performing said work by reason of the renovation, construction, or other improvement work.
4. In the event the City is prevented from performing the grounds maintenance services for the Library, the City shall return to the County the pro-rata portion of each annual payment prepaid by the County with such proration computed on the basis of a 365 day year any annual payment prepaid by the County.
5. For the purpose of performing said grounds maintenance, City shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to City facilities. Such maintenance shall include the renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers.
6. City shall have the option to sub-contract for the grounds maintenance of the area, with prior consent of the County, and as long as the grounds are maintained in accordance with paragraphs 3 and 5 of this Agreement.
7. County may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the City. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, City shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the County.
8. County shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City personnel performing services hereunder for County.
9. City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

10. County shall indemnify, defend and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.
11. City shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed at the request of or on behalf of the City.
12. Either party shall have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City shall return to the County the pro-rata portion of each annual payment prepaid by County with such proration computed on the basis of a 365 day year any annual payment prepaid by the County.
13. This Agreement shall not be valid and of any force and effect and does not impose any obligation upon the County unless and until funds are appropriated by the County for the purposes set forth herein and City shall have no obligation under this Agreement if such funds are not appropriated.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed upon the day and year first above written.

ATTEST:

CITY OF ROSEMEAD:

By: _____
City Clerk: Nancy Valderrama

By: _____
Mayor: Margaret Clark

APPROVED AS TO FORM:

By: _____
City Attorney: Robert Kress

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Helen S. Parker
Principal Deputy County Counsel